

## CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: \_\_\_\_\_

Meeting Type: Regular

Meeting Date: Jul 10, 2014

Action Requested By: Engineering

Agenda Type: Resolution

Subject Matter:

ALDOT Special Agreement

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement with the Alabama Department of Transportation for Special Agreement for Installation of Drainage Structures on Highway Right-of-Way, Project No. 65-14-SP42

**Note: If amendment, Please state title and number of the original**

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

Agreement with Alabama Department of Transportation for permit required for the City to add curb and gutter, storm pipes and storm inlets required for the removal of storm water from the new turn lane located at the intersection of Highway 72 and E. Watercress Boulevard. Account No. N/A. Agreement is at no cost to the City

Associated Cost: \_\_\_\_\_

Budgeted Item: \_\_\_\_\_

MAYOR RECOMMENDS OR CONCURS: \_\_\_\_\_

Department Head: \_\_\_\_\_

Date: 7/11/14

120  
PK  
12

# ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: **Engineering**

Council Meeting Date: **7/10/2014**

Department Contact: **Lynn Majors**

Phone # **256-427-5201**

Contract or Agreement: **ALDOT Agreement**

Document Name: **Special Agreement on Highway ROW, Project No. 65-14-SP42**

City Obligation Amount: **0**

Total Project Budget: **0**

Uncommitted Account Balance: **0**

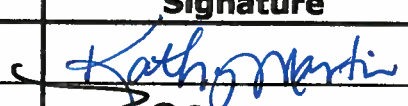


Account Number: **N/A**

## Procurement Agreements

<b><u>Not Applicable</u></b>	<b><u>Not Applicable</u></b>
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## Grant-Funded Agreements

<b><u>Not Applicable</u></b>	<b>Grant Name:</b>
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Department	Signature	Date
1) Originating		7/1/14
2) Legal		7-7-14
3) Finance		7/7/14
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

**RESOLUTION NO. 14-**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an agreement with the State of Alabama Department of Transportation for Special Agreement for the Installation of Drainage Structures on Highway Right-of-Way, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Agreement with State of Alabama Department of Transportation for Special Agreement for Installation of Drainage Structures on Highway Right-of-Way, Project No. 65-14-SP42" consisting of a total of four (4) pages, and the date of July 10, 2014, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

**ADOPTED** this the 10th day of July, 2014.

\_\_\_\_\_  
President of the City Council of  
the City of Huntsville, Alabama

**APPROVED** this the 10th day of July, 2014.

\_\_\_\_\_  
Mayor of the City of Huntsville,  
Alabama

STATE OF ALABAMA

COUNTY OF MADISON

I, Charles E. Hagood, City Clerk of the City of Huntsville, Alabama, do hereby certify the above and foregoing is a true and correct copy of a resolution duly adopted by the City Council of the City of Huntsville, Alabama at its regular meeting held on the 10th day of July, 2014, and that such resolution is on file in the City Clerk's office.

Given under my hand and the corporate seal of the City of Huntsville, Alabama this the 10th day of July, 2014.

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City Clerk

**ALABAMA DEPARTMENT OF TRANSPORTATION**  
**SPECIAL AGREEMENT**  
**FOR**  
**INSTALLATION OF DRAINAGE STRUCTURES ON HIGHWAY RIGHT-OF-WAY**

Permit Number \_\_\_\_\_

Route Number \_\_\_\_\_

THIS AGREEMENT, is entered into this the 10th day of July, 2014, by  
and between the Alabama Department of Transportation acting by and through its Transportation  
Director hereinafter referred to as the STATE and City of Huntsville  
hereinafter referred to as the APPLICANT.

**WITNESSETH**

WHEREAS, the APPLICANT desires to have its facilities accommodated on public  
highway right-of-way in Madison County, Alabama, on the maintenance section  
being designated as 90.45 R, and consisting approximately of the following  
(4) 6:1 Headwalls, 75 LF 18" RCP, .292 LF 24" RCP, 4 Single Inlet Catch Basins, 2 Junction Boxes

NOW, THEREFORE, it is agreed between the parties hereto as follows:

1. The STATE hereby permits to the APPLICANT approval to cross or locate its facilities on the public right-of-way at the location and in the manner as shown on plans previously submitted to and approved by the STATE, which plans are hereby made a part hereof by reference.

2. All work shall be subject to the inspection and approval of the STATE, and located as shown on the approved plans previously submitted to the STATE which are hereby made a part of this Agreement by reference.

\_\_\_\_\_  
**President of the City Council of the City  
of Huntsville, AL**  
Date: July 10, 2014

3. A copy of the Agreement and the plans will be kept at the site of work at all times by the APPLICANT.

4. The STATE does not grant the APPLICANT any right, title, or claim to any highway right-of-way.

5. The APPLICANT will not store material, excess dirt or equipment on the shoulders or pavement and, in event of multi-lane highways, in the median strips. The pavement will be kept free, by the APPLICANT, from mud and from excavation waste from trucks or other equipment. On completion of the work, all excess material will be removed from the right-of-way by the APPLICANT.

6. The Clean Water Act, 1987 and the Alabama Nonpoint Source Management Program, 1989 are hereby made a part hereof by reference and will be conformed to by the APPLICANT as the provisions thereof are applicable hereto.

The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), (latest edition), for both installation and maintenance of permitted facilities.

7. If hazardous material is encountered in the execution of this Agreement, it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous material and comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous material encountered.

8. The APPLICANT will provide all necessary and adequate safety precautions such as signs, flags, lights, barricades, and flagmen in accordance with the national Manual on Uniform Traffic Control Devices, of record in the Alabama Department of Transportation.

9. The installation of the facilities and related work covered by this Agreement shall be completed within one year from the date shown on this Agreement, otherwise this Agreement become null and void. Once work is begun, the APPLICANT shall pursue the work continuously and diligently until completion.

10. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to the Alabama Department of Transportation for a period of one year from acceptance by the Department of the work applied for by APPLICANT.

11. The APPLICANT will file with the STATE an acceptable certified check or bond in the penal amount of \$ 20,000.00 to guarantee the faithful performance of this permit contract in its entirety. To ensure the accomplished work and highway work area is maintained

in a condition satisfactory to the Department, the bond shall be in effect and held for one year after the acceptance date specified in item 10. If at that time the terms of the permit have not been fulfilled, the proceeds of the bond will be applied to fulfill the terms of the permit contract; otherwise, the proceeds from the check, or any amount received by the STATE as a result of the bond, will be returned to the applicant.

12. The APPLICANT will protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Permit, and/or the APPLICANT's failure to comply with all applicable laws or regulations.

13. Any utility adjustment will be by agreement between the APPLICANT and the Utility, and any such agreement shall be subject to the approval of the STATE.

14. This Agreement when executed will not be valid or binding until the APPLICANT has complied with all existing ordinances, laws, and zoning boards that have jurisdiction in the county, city, or municipality in which the facilities are located.

15. The Applicant must provide a copy of the Notice of Registration (NOR) Received issued by ADEM upon receipt of the applicant's Notice of Registration. This will assure compliance with Phase II of stormwater construction requirements. In the event a NOR is not required, Applicant must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

16. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA for failure to comply with applicable requirements, it shall be the responsibility of the applicant to bring all BMP's into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

In Witness whereof the parties hereto have caused this Agreement to be executed, in their respective names by those persons and officials thereunto duly authorized, and the same is deemed to be dated the day and year first above written.

WITNESS:

\_\_\_\_\_

**City of Huntsville**

\_\_\_\_\_  
Legal Name of Applicant

By: \_\_\_\_\_

Signature and Title

**Tommy Battle**

\_\_\_\_\_  
Typed or Printed Name

**P. O. Box 308**

\_\_\_\_\_  
Address Line 1

**Huntsville, AL 35804**

\_\_\_\_\_  
Address Line 2

\_\_\_\_\_  
Telephone Number

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
District Manager & Date

\_\_\_\_\_  
Region / Division Engineer & Date

ALABAMA DEPARTMENT OF TRANSPORTATION  
ACTING BY AND THROUGH ITS  
TRANSPORTATION DIRECTOR

By: \_\_\_\_\_  
Maintenance / Region / Division Engineer or District Manager

Date: \_\_\_\_\_